

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In Re: : Bankruptcy No. 17-14905-amc  
Priscilla Stuart : Chapter 13  
Debtor :  
: DLJ Mortgage Capital, Inc.  
: c/o Selene Finance LP  
: Movant :  
: vs.  
: Priscilla Stuart and Marvin L. Stuart (Non-  
: filing Co-Debtor) :  
: Debtors/Respondents :  
: and :  
: William C. Miller, Esquire :  
: Trustee/Respondent :  
:

**CONSENT ORDER / STIPULATION AGREEMENT SETTLING  
MOTION FOR RELIEF FROM AUTOMATIC STAY AND CO-DEBTOR STAY**

AND NOW, upon the Motion of DLJ Mortgage Capital, Inc. c/o Selene Finance LP ("Creditor" or "Movant"), through its counsel, Hladik, Onorato & Federman, LLP, for relief from the automatic stay and Co-Debtor Stay pursuant to Bankruptcy Code § 362(d) and § 1301 as to certain property located at 211 Leonard Drive, King of Prussia, PA 19406 (the "Property"), it is hereby agreed as follows:

Priscilla Stuart ("Debtor") and Non-filing Co-Debtor, Marvin L. Stuart (hereafter collectively "Debtors") acknowledge that they are due for the following post-petition amounts as follows:

Payments (04/01/18 – 11/01/18 @ \$1,718.46/monthly) .....	\$ 13,747.68
Payments (12/01/18 – 03/01/19 @ \$1,883.89/monthly) .....	\$ 7,535.56
Attorney's fees/costs .....	\$ 1,031.00
Suspense .....	\$ (\$14.08)
Arrears ("Arrears") .....	\$ 22,300.16

1. Debtors shall cure the Arrears as set forth above in the following manner:
  - a. Roll the **\$22,300.16** balance of the Arrears into and pay it through an Amended Plan of Reorganization in order to cure this portion of the Total Arrears in addition to the current arrearage amount on Movant's Proof of Claim. Debtor's attorney shall file a Motion to Modify Debtor's plan post confirmation within ten (10) days of the entry of this Stipulation.
2. Debtor shall make the regular monthly payments required to the Trustee.
3. Debtor agrees to continue making the regular post-petition monthly mortgage payments to Creditor in the amount of **\$1,883.89** (or as may be adjusted from time to time, as per standard escrow practices), commencing with the **04/01/2019** payment and monthly for every payment thereafter.

4. Debtor shall send all payments due directly to Creditor at the address below:

**Selene Finance, LP  
9990 Richmond Avenue, Suite 400 South  
Houston, TX 77042**

Selene's loan #xxxxxx6562 must appear on each payment made hereinafter.

5. In the event Debtors fail to make any of the payments set forth hereinabove (or real estate taxes and/or hazard insurance when due) on or before their due dates, or should Debtor fail to file or have a Motion to Modify the Plan Post Confirmation approved as per paragraph 1a., above, Creditor and/or Counsel may give Debtor and Debtor's counsel notice of the default. If Debtor does not cure the default within ten (10) days of the notice, upon Certification of Default to the Court, and request for Order, with a copy to Debtor and Debtor's counsel, Creditor shall immediately have relief from the bankruptcy stay and Co-Debtor stay upon entry of Court Order.
6. The failure by the Creditor, at any time, to file a Certification of Default upon default by the Debtor shall not be construed, nor shall such failure act, as a waiver of any of Creditor's rights hereunder.
7. Upon issuance of the aforesaid Order, the parties hereto further agree that Creditor may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.
8. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code then Debtor shall pay all pre-petition arrears and post-petition arrears within ten (10) days from the date the case is converted. If Debtor fails to make payment in accordance with this paragraph then the Creditor, through Counsel, may file a certification setting forth said failure and the Creditor shall be granted immediate relief from the automatic stay.
9. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived.
10. The undersigned parties request that the Court enter an Order approving this Consent Order/Stipulation and the terms therein.

By signing this Stipulation, Debtor's Counsel represents that the Debtor is familiar with and understand the terms of this Stipulation and agrees to said terms regardless of whether the Debtor has actually signed this Stipulation. Seen and agreed by the parties on the date set forth below:

/s/ Danielle Boyle-Ebersole

Danielle Boyle-Ebersole, Esquire  
Counsel for Creditor

Date: 03/05/2019



Brad J. Sadek, Esquire  
Counsel for Debtor and Co-Debtor

Date: 3/6/19

*JACK*  
William C. Miller, Esquire  
Trustee

Date: 3-8-19 *Handwritten*

And Now, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, it is hereby ORDERED that the Stipulation between the parties is approved.

Honorable Ashely M. Chan  
U.S. Bankruptcy Judge